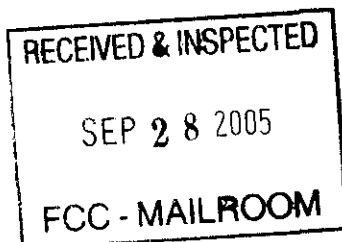


American Airlines®

ALEC BRAMLETT
SENIOR ATTORNEY



DIRECT DIAL (817) 931-4358
FACSIMILE NO. (817) 963-1489
EMAIL: ALEC.BRAMLETT@AA.COM

September 27, 2005

Via Federal Express

Commission's Secretary
Office of the Secretary
Federal Communications Commission
9300 East Hampton Drive
Capitol Heights, MD 20743

DOCKET FILE COPY ORIGINAL

Re: *Docket No. 05-247*

Dear Commission's Secretary:

Enclosed for filing please find the original and one copy of Comments of American Airlines, Inc. Please file-stamp the extra copy of this document and return it to me in the envelope provided.

Very truly yours,

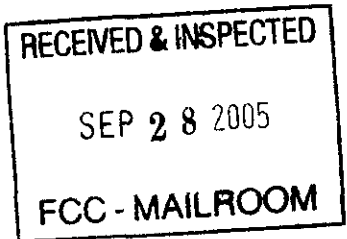
Alec Bramlett

A large, stylized handwritten signature in black ink, appearing to be "AB", is written over the typed name "Alec Bramlett".

Enclosures

No. of Copies 041
List ABCDE

**Before the
Federal Communication Commission
Washington, D.C. 20554**



In the matter of)	
)	
Office of Engineering and Technology)	
Seeks Comment on Petition from)	ET Docket No. 05-247
Continental Airlines for Declaratory)	
Ruling regarding whether certain)	
Restrictions on Antenna installation)	
Are Permissible under the)	
Commission's Over-The-Air)	
Reception Devices (OTARD) Rules)	

COMMENTS OF AMERICAN AIRLINES, INC.

American Airlines, Inc. ("American") appreciates the opportunity to comment on the Petition filed by Continental Airlines. American has had a substantially identical dispute with Massport as to the subject of the Continental petition, and has long disputed Massport's assertion that it is empowered to control, by lease, wireless access in exclusively leased space at Logan Airport. American is a member of the Air Transport Association and supports the comments that are being filed by the ATA in this matter. American files these separate comments to provide additional factual background to the Commission and to independently express its interests in the matters being considered. American looks forward to reviewing the comments it anticipates Massport will file in this matter (particularly regarding Massport's only recently asserted "safety" justification behind its attempt to control WiFi access at Logan) and anticipates filing Reply Comments thereto.

American welcomes the Commission's consideration of the particular issues raised by Continental in its petition and, more generally, the topic of relative rights of airports and airlines in the wireless communications context. Given the ever-increasing application of wireless technologies by airlines and their customers, clear guidance from the Commission is necessary and appropriate. American supports Continental's petition and agrees with its analysis, and urges the Commission to speedily grant the relief sought by Continental.

American began providing WiFi access to its Admiral's Club patrons at Logan Airport in January of 2000. It did so with no interference from Massport until May of 2004, when Massport first demanded American cease providing this service. See letter dated May 25, 2004 from Gregory Zanni of Massport to American attached as Exhibit A. Massport purported to demand removal of the

No. of Copies rec'd 041
List ABCDE

WiFi antenna (provided by T-Mobile) on the basis of lease restrictions and purported lease violations (this despite the fact the T-Mobile system had at this point been in place for years).

Massport made further demand on American on December 21, 2004, giving American ten days to remove the T-Mobile system from the Admiral's Club. See Exhibit B. American responded to Massport on December 22, 2004, protecting Massport's heavy-handed approach, pointing out that Massport had referenced an inapplicable lease in its December 21 letter, and disputing Massport's position. See Exhibit C. Massport again wrote American on January 10, acknowledging its earlier incorrect lease reference, and this time demanding that the T-Mobile system in the Admiral's Club be removed in five days. See Exhibit D.

Thereafter, American had discussions and meetings with Massport in an attempt to resolve its differences. In these meetings and discussions, Massport consistently made clear that its concerns were commercial in nature, and that its demands and actions vis-a-vis American were driven by its decision to award an exclusive contract to AWG. Massport urged American to use its best efforts to persuade T-Mobile to enter into a roaming agreement with AWG, and the primary topic of conversation between Massport and American was efforts and negotiations between AWG and T-Mobile to enter into such an agreement.

Ultimately, when T-Mobile and AWG were not able to reach an acceptable agreement, Massport again demanded American remove the T-Mobile WiFi system in the Admiral's Club. See Exhibit E. While American made clear that it did not agree that Massport had the legal authority to force the removal of the Admiral's Club WiFi system, and that in fact the FCC had clearly stated that such authority does not exist, it agreed to remove the WiFi system and replace it with an expanded wired system. See Exhibit F.

Thereafter, on June 10 of this year, Massport demanded that American remove the wired system in the Admiral's Club. See Exhibit G. Not coincidentally, on the same day Massport demanded Continental remove the wireless antenna in its frequent flyer lounge. The very same day, it informed Delta that it would not allow T-Mobile to operate a wired internet access system in Delta's Logan Crown Room, and demanded that Delta remove the system in place there.

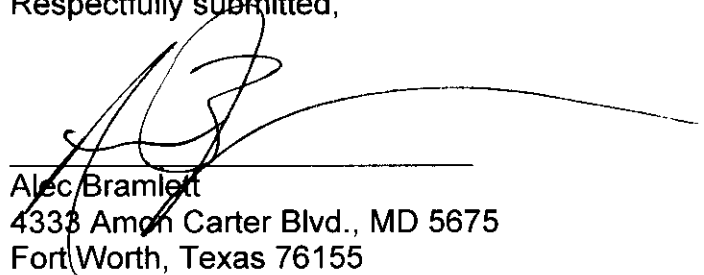
The simultaneous June 10 letters to American, Continental, and Delta evidence a patent effort by Massport to control internet access (both wireless and wired) in the carriers' respective frequent flyer lounges. In none of the correspondence from Massport to American or the other carriers did Massport state or even suggest that the purported lease violations were in any way damaging Massport.

The coordinated June 10 demand on three of the major carriers at Logan made clear that Massport's goal was (and is) commercial in nature, and that it was (and is) seeking to control internet access in the exclusive leased spaces¹ of its tenant carriers so that it and its preferred provider, AWG, will benefit financially from frequent flyer club patrons' need and desire for wireless internet access. Massport's objective is clearly to force all WiFi access onto the AWG system, either through strong-arming other providers such as T-Mobile into roaming agreements or by preventing carriers from providing internet access to their own patrons and thus forcing passengers to use the AWG system.

American notes that conspicuous in its absence in any of the initial communications or correspondence between Massport and the other carriers is any suggestion that Massport's demands were driven by safety concerns. It was only in July, after Continental formally asserted that Massport's position violates the OTARD rules, that Massport asserted reliance on the "safety objective" exception of 47 C.F.R. Sec. 1.4000(b)(1). Continental's petition was filed shortly thereafter.

The Commission should grant the relief sought in the Continental Petition and rule Massport's efforts to restrict WiFi access at Logan Airport are unlawful.

Respectfully submitted,



Alec Bramlett
4338 Amon Carter Blvd., MD 5675
Fort Worth, Texas 76155
(817) 931-4358

ATTORNEY FOR AMERICAN AIRLINES, INC.

¹ Massport has asserted that American does not have exclusive use of the Logan Admiral's Club because Massport (like any landlord) has reserved the right to enter the premises in certain circumstances. See Exhibits B and D. American does not anticipate Massport will assert this untenable argument before the Commission, but will respond if it does so.



Massachusetts Port Authority

One Harborside Drive, Suite 200S
East Boston, MA 02128-2909
Telephone (617) 428-2800
www.massport.com

May 25, 2004

Mr. Doug Hope
Senior Real Estate Counsel
American Airlines, Inc.
4333 Amon Carter Boulevard
Fort Worth, Texas 76155

Dear Doug:

As you are aware, Massport's airport-wide WiFi installation will be completed within the next few weeks. The WiFi system is now in operation in Terminal B and Terminal E. On May 19, 2004, we discussed by telephone the issue of T-Mobile's presence in American Airlines' Admirals Club. American Airlines did not submit T-Mobile's installation of equipment for approval by Massport as required under the lease, nor is the T-Mobile's operation of a WiFi system permitted under the lease. T-Mobile must cease operating in the Admiral's Club and remove its equipment.

Please allow this letter to serve as written notification that American Airlines must cause T-Mobile to cease all operations and remove all equipment by June 30, 2004. Any equipment left on the Premises after the effective date of termination shall be deemed abandoned by T-Mobile and disposed of or retained by Massport at its discretion. All costs associated with the removal and/or disposal shall be the responsibility of American Airlines.

The passengers using the Admiral's Club will continue to have WiFi access. It will, however, be on the Massport Wi-Fi system. It is my understanding that T-Mobile has already contacted Massport's WiFi operator, AWG, regarding a Roaming Agreement in order to provide WiFi service at Logan Airport.

Your anticipated cooperation in this matter is appreciated. Should you have any questions regarding this notice, please do not hesitate to contact me at (617) 561-3372.

Sincerely,

MASSACHUSETTS PORT AUTHORITY


Gregory S. Zanni
Manager/Airport Properties

cc: F. Anglin, D. Comi, D. Kee, S. Phillips (AWG)

P:\AIRLINES\aat-mobileremovalletter.doc

Operating

Boston Logan International Airport • Port of Boston general cargo and passenger terminals • Tobin Memorial Bridge • Hanscom Field • Boston Fish Pier • Commonwealth Pier (site of the World Trade Center Boston) • Worcester Regional Airport

RECYCLED PAPER



Massachusetts Port Authority
One Harborside Drive, Suite 200S
East Boston, MA 02128-2809
Telephone (617) 428-2800
www.massport.com

December 21, 2004

Mr. Doug Hope
Senior Real Estate Counsel
American Airlines, Inc.
4333 Amon Carter Boulevard
Fort Worth, TX 76155

Re: Boston Logan International Airport
Terminal B - Agreement L-7447

~~Dear Mr. Hope:~~
Dear Doug:

This letter is to follow up on my May 25, 2004 letter to you as well as my July 1, 2004 e-mail to you. Please consider this a final notice to American Airlines to cease any and all unauthorized activities and to remove any and all equipment related to such unauthorized activities, including, but not limited to the equipment installed by unauthorized third parties (T-Mobile), on the premises (the "Premises") covered by Agreement L-7447 (the "Lease") as specified below.

As you know, the Lease does not provide American Airlines with exclusive use and control of the Premises. Rather, the Massachusetts Port Authority ("Massport") has granted only limited rights under the Lease and has reserved certain rights. I refer you to the various provisions of the Lease including Sections 5.1(a)ⁱ, 5.1(a)(xi)ⁱⁱ, 5.2ⁱⁱⁱ, 5.2(g)^{iv}, 6.5^v, 6.13^{vi}, 7.4^{vii}, 7.8^{viii}, 14.1^{ix} and 17.1^x. Among other things, the Lease prohibits American Airlines from subleasing any portion of the Premises or from allowing the Premises to be used or occupied by others without the prior written consent of Massport.

Massport has been advised that American Airlines is allowing T-Mobile to conduct business in the American Club Room. In order to do this, American Airlines has arranged for an unauthorized installation by T-Mobile (the "T-Mobile System"), the nature and extent of which has never been fully disclosed to or approved by Massport. We gave you notice on May 24, 2004 to remove the T-Mobile System and then gave an extension, at American Airlines' request, to July 15, 2004 to allow for a smooth transition for T-Mobile and its customers. There has been more than adequate time to address all technical issues in effecting this transition. You are therefore advised to remove the T-Mobile installation by December 31, 2004. American Airlines will be invoiced for the agreed upon fee for the extended presence of the T-Mobile system.

Any unauthorized facilities requested to be removed, but remaining on the Premises after the requested date of removal, shall be deemed to be abandoned and will be disposed of or retained by Massport at its discretion. All costs associated with the removal and/or disposal shall be the responsibility of American Airlines. American Airlines will be required to indemnify and hold harmless Massport against and from any and all liability or expenses arising from any claims or causes of action resulting from any failure to comply with the terms of the Lease.

Operating

Boston Logan International Airport • Port of Boston general cargo and passenger terminals • Tobin Memorial Bridge • Hanscom Field • Boston Fish Pier • Commonwealth Pier (site of the World Trade Center Boston) • Worcester Regional Airport

12/21/04 TUE 09:56 [TX/RX NO 7578]

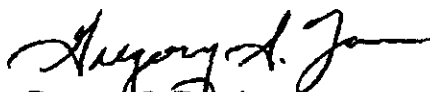
Mr. Doug Hope, American Airlines
December 21, 2004
Page 2 of 3

As you know, Massport has made all efforts to resolve these issues in an amicable and agreeable manner. However, Massport cannot allow a situation in which American Airlines' actions exceed those that were allowed in its Lease and allow an unauthorized third party to install facilities and conduct business on the Premises. To ignore this situation would be inconsistent with Massport's responsibility to manage the property in furtherance of public safety and the efficient and productive operation of the airport.

Your anticipated cooperation in this matter is appreciated. Please let me know if you have any questions.

Sincerely,

MASSACHUSETTS PORT AUTHORITY



Gregory S. Zanni
Manager/Airport Properties

cc: T. Kinton
F. Anglin
D. Corni
D. Kee
S. Phillips (AWG)

i "The Authority hereby grants to Sublessee the permission and privilege of utilizing and the Sublessee hereby covenants to so use, the Sublease Premises . . . for the following purposes and activities only . . ."

ii "For the installation, operation, and maintenance of telecommunications equipment customarily used in air transportation operations, subject to approval under the TAA process; . . ."

iii "The Sublessee shall not use the Sublease Premises for any use not specifically granted herein without the prior written approval of the Authority, which approval may be withheld based on any factor which the Authority, in its sole determination, determines has or may have an impact upon the Authority, the Airport or its efficient or productive operations . . ."

iv "Prohibited uses are expressly agreed to include, but not be limited to . . . "Installation of any communications, coin-operated or credit card operated machine(s) or device(s), except for automated ticketing machines or similar devices for sale of Sublessee's tickets located on the Sublease Premises."

v "... the Sublessee shall have the right to obtain supplies or services from suppliers, vendors or contractor of its own choice for its operations at the Airport, provided that the Authority reserves the right . . . impose non-discriminatory charges for the privilege of conducting any such business [on the Airport] . . ."

vi "... Sublessee agrees to use reasonable efforts to participate in any other airport-wide programs or initiatives as the Director of the Airport may required . . ."

vii "The Sublessee shall not place . . . any . . . communications equipment . . . [or] wiring . . . in, to, or upon the Sublease Premises without the prior written approval of the Authority which may be withheld at its sole and absolute discretion. . . . In addition, the Sublessee shall obtain the Authority's prior written approval of any of the Sublessee's Improvements in accordance with the TAA Process . . . In the event Sublessee fails to obtain the

Mr. Doug Hope, American Airlines
December 21, 2004
Page 3 of 3

Authority's prior written approval, the Authority may, without limiting other remedies available to it, direct in writing that Sublessee modify, reconstruct or remove any work done without the approval of the Authority."

^{vii} Description of the TAA process.

^{ix} "Except as expressly provided herein, Sublessee shall not . . . license, permit, contract or otherwise transfer this Sublease or the term and estate hereby granted, . . . allow the [Sublease Premises] to be used or occupied by others, or . . . license the Sublease Premises or any part thereof in any manner by reason of any act or omission on the part of Sublessee without, in each instance, obtaining the prior written consent of the Authority which approval may be withheld based on any factors which the Authority, in its sole and absolute determination, determines has or may have an impact upon the Authority, the Airport, or its efficient or productive operations. . ."

^x "Except [for] automated ticketing machines and similar devices for sale of Sublessee's tickets, the Sublessee shall not install or operate or cause to be installed or operated . . . credit card operated devices of any nature, including but not limited to any device using telephone transmissions . . . without the prior written approval of the Authority."

AmericanAirlines®

Timothy Skipworth
Managing Director Properties

(817) 931-4261
(817) 967-3111

December 22, 2004

VIA FACSIMILE - (617) 561-1891

Mr. Gregory S. Zanni
Massachusetts Port Authority
One Harborside Drive, Suite 200S
East Boston, MA 02128-2909

Dear Mr. Zanni:

I am responding to your letter of yesterday to my colleague Doug Hope. Mr. Hope is out of the office until January, but I wanted to respond to you on behalf of American given the adversarial tone of your letter and the threats contained therein.

Your letter asserts that AA has subleased to T-Mobile premises in the Admiral's Club, and that AA is in violation of its lease by virtue of such sublease and the presence of T-Mobile equipment in the Admiral's Club. More precisely, you state that the presence of the T-Mobile equipment is prohibited by AA's lease Agreement L-7447.

Your letter raises a number of issues, but first and foremost is the very fundamental one of the applicable lease document. Your letter references Agreement L-7447. While I cannot say I deal with our Massport leases on a regular basis, I did review L-7447 and it does not appear to cover our Admiral's Club space. Accordingly, the provisions of L-7447 you refer to are inapplicable to the issue of the T-Mobile equipment in the Admiral's Club.

In light of this, I would appreciate it if you would clarify for us the lease Massport believes is applicable to our Admiral's Club space, and refer us to the applicable provisions of that lease (if any) that Massport alleges are violated by the presence of T-Mobile equipment. Any productive discussion of the issues raised in your letter must begin with the parties' common understanding as to the applicable lease and lease provisions.

Secondly, I am concerned by the tone of, and threats included in, your letter. It is my understanding that the T-Mobile equipment Massport is concerned about has been in the Admiral's Club since January of 2000. While I have not heretofore been involved in discussions regarding T-Mobile, your letter seems to indicate

there have been no communications between AA and Massport on the topic since July of this year.

In light of this, it hardly seems that Massport is acting professionally, or fairly, in "springing" your letter of yesterday on AA with no prior discussion or warning. We are surprised that Massport would send us such a letter "out of nowhere", on the eve of the year end holidays, and arbitrarily demand that, on 10 days notice during the holidays and during some of the busiest travel times of the year, we remove the T-Mobile equipment that has been in the Admiral's Club for years.

Your threat that if AA does not meet your arbitrarily imposed December 30 deadline Massport will remove the T-Mobile equipment and dispose of it or retain it as it sees fit appears to us to be an express threat that Massport is prepared to breach the peace and enter the Admiral's Club over our objection and unilaterally remove the T-Mobile equipment. Any such action would interfere with our relationship with T-Mobile and our customers' use of T-Mobile's services. In addition, the tone of your letter seems contradictory to the long and mutually beneficial history we have in partnership with Massport at Logan Airport.

We are prepared to fully protect our property and business interests, and if necessary will pursue all legal remedies available to us arising from any action that Massport takes on the basis of your arbitrary deadline.

I look forward to hearing back from you on the issue regarding the applicable lease provision supporting Massport's position. In the meantime we expect the full benefits of quiet enjoyment of the Admiral's Club space that we lease from Massport. Please note that December 23, 24, 30 and 31 are holidays for our folks at headquarters, and many AA people will be out until January 3.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T. Skipworth', with a long horizontal flourish extending to the right.

Timothy K. Skipworth

cc: Doug Hope
Alec Bramlett

EXHIBIT D



Massachusetts Port Authority
One Harborside Drive, Suite 200S
East Boston MA 02128-2909
Telephone (617) 428-2800
www.massport.com

January 10, 2005

Timothy K. Skipworth
Managing Director Properties
American Airlines
P.O. Box 619616, MD5675
Dallas/Fort Worth Airport, TX 75261-9616

Dear Mr. Skipworth:

In response to your letter dated December 22, 2004 and subsequent requests from American Airlines, please be advised that Massport has extended the required date of removal of the unauthorized T-Mobile installation to January 15, 2005.

I apologize for the incorrect lease reference; the correct reference is Lease L-6753 (the "Lease"). The Lease contains provisions corresponding to the ones referred to in my prior letter. I refer you to Sections 7.1ⁱ; 7.1(a)(xii)ⁱⁱ; 7.2ⁱⁱⁱ; 8.4^{iv}; 10.3^v; 11.3^{vi}; 17.1^{vii}; 17.3^{viii}; 19.1(b)^{ix}; and 20.1^x. My initial reference to the incorrect lease does not change the Authority's position in this situation, i.e., that American Airlines must cease any and all unauthorized activities and remove any and all equipment related to such unauthorized activities, including, but not limited to the equipment installed by unauthorized third parties (T-Mobile), on the premises (the "Premises").

Your characterization of the Massport letter as "out of nowhere" is mistaken. Contrary to the assumption in your December 22, 2004 letter that there have been no communications between American Airlines and Massport on this topic since July, 2004, there was a lengthy meeting on September 9, 2004 with Mr. Doug Hope and Mr. Peter Warlick representing American Airlines and Mr. Tom Kinton, Mr. Francis Anglin and Ms. Deborah Lau Kee representing Massport, as well as a number of phone calls to American both from Massport and AWG, Massport's wireless backbone provider. Nonetheless, American Airlines has failed to address this issue in any meaningful manner.

A reading of the Lease should make it clear to you that American Airlines does not have an exclusive lease of the Premises at Boston-Logan International Airport, but has limited permitted uses which do not include the unrestricted use of the Premises by any vendor that American Airlines chooses.

Massport has made all efforts to resolve these issues in an amicable and agreeable manner. However, American Airlines has allowed the Premises to be used in a manner that exceeds the uses allowed in its Lease; specifically American Airlines has allowed an unauthorized third party to install facilities and conduct business on the Premises. As I have stated, in light of Massport's

Mr. Timothy K. Skipworth, American Airlines

January 10, 2005

Page 2

responsibility to manage the property in furtherance of public safety and the efficient and productive operation of Boston-Logan International Airport, Massport cannot ignore this situation.

Your anticipated cooperation in this matter is appreciated. Massport expects removal of the T-Mobile installation by January 15, 2005. Please confirm in writing that you have done so by that date, or Massport will assume that you intend to continue your unauthorized use of the Premises.

Sincerely,

MASSACHUSETTS PORT AUTHORITY


Gregory S. Zanni
Manager/Airport Properties

cc: T. Kinton
F. Anglin
D. Comi
D. Kee
S. Phillips (AWG)

i "Permitted Uses. The Premises shall be used only for the following uses ("Permitted Uses") . . . and for no other purposes whatsoever."

ii "Premises (other than the Concession Space . . .). The Authority hereby grants to the Tenant the permission and privilege of utilizing and the Tenant hereby covenants to use the Premises (excluding the Concession Space) in connection with its business of transportation by passenger aircraft as an air transportation company . . . , for the following purposes and activities only which shall be directly related to the Tenant's authorized operations: . . . (xii) For the conduct of other activities incidental to the provision of passenger air transportation subject to the Authority's prior written approval which may be withheld for any reason which the Authority determines has or may have an impact upon the Authority . . . provided that any approval of any additional use may be conditioned upon a reasonable increase in the Rent . . . and inclusion of additional provisions in this Lease."

iii "Prohibited Uses. The Tenant shall not use the Premises for any use not specifically granted herein without the prior written approval of the Authority, which approval may be withheld based on any factor which the Authority, in its sole determination, determines has or may have an impact upon the Authority, the Airport or its efficient or productive operations . . . Prohibited uses are expressly agreed to include, but not be limited to, the following: . . . (c) . . . operation of any other concession . . . ; (d) Display of advertising for persons other than Tenant and Related Parties or services other than air transportation unless approved by the Authority

iv "Vendors, Suppliers and Contractors. Except as otherwise provided herein, the Tenant shall have the right to obtain . . . services from . . . vendors or contractors of its own choice . . . provided that the Authority reserves the right to license and regulate all persons or companies doing business on the Airport and to impose non-discriminatory charges for the privilege of conducting any such business and to prohibit persons from engaging in . . . any commercial activities at the Airport except in accordance with . . . permits or operating agreements entered into between the Authority and said persons. . ."

v "Tenant Improvements. The Tenant shall not place or construct any . . . "alteration, modification, or additions in, to, or upon the Premises with the prior written approval of the Authority. . . In the event Tenant fails to obtain the Authority's prior

Mr. Timothy K. Skipworth, American Airlines

January 10, 2005

Page 3

written approval, the Authority may, without limiting other remedies available to it, direct in writing that Tenant . . . remove any work done without the approval of the Authority. . ."

^{vi} "Tenant's Acts. Tenant shall not do or permit to be done anything which may interfere with the effectiveness . . . of any . . . communications system, key card access system . . . alarm system . . . installed or laced on, under, in or adjacent to the Premises now or in the future."

^{vii} "Restrictions on Transfers. Tenant shall not (i) . . . license, permit, contract or otherwise transfer this Lease or the . . . estate hereby granted, (ii) . . . allow the [Premises or any part thereof] to be used or occupied by others or (iii) . . . license this Lease or the Premises or any part thereof in any manner . . . without, in each instance, obtaining the prior written consent of the Authority which approval may be withheld based on any factors which the Authority, in its sole and absolute determination, determines have or may have an impact upon the Authority, the Airport, or its efficient or productive operations. . ."

^{viii} Conditions of Assignment/Subletting/Transfer.

^{ix} Events of Default.

^x "Vending Machines. . . . [T]he Tenant shall not install or operate or cause to be installed or operating . . . coin or credit card operated devices, including but not limited to any device using telephone transmissions, of any nature . . . on the Premises without the prior written approval of the Authority. The Authority may condition its approval upon the payment of all net revenue derived by the Tenant from the operation . . . or, in the absence of net revenue, a reasonable minimum payment as determined by the Authority."



FAX TRANSMISSION

MASSACHUSETTS PORT AUTHORITY
AIRPORT BUSINESS OFFICE
1 HARBORSIDE DRIVE, SUITE 200S
EAST BOSTON, MA 02128

To: Timothy K. Skipworth

Date: January 10, 2005

Company: American Airlines, Inc.

Pages: 4, including cover page

Fax #: (817) 967-3111

From: Gregory S. Zanni

Phone #: (617) 561-3372

Fax #: (617) 561-1891

Subject:

COMMENTS:

If you experience difficulty with the transmittal of this fax, please call (617) 561-1660/1662.

01/10/05 MON 11:45 [TX/RX NO 7848]



Massachusetts Port Authority
One Harborside Drive, Suite 200S
East Boston MA 02128-2909
Telephone (617) 426-2900
www.massport.com

April 5, 2005

Timothy K. Skipworth
Managing Director Properties
American Airlines
P.O. Box 619616, MD5675
Dallas/Fort Worth Airport, TX 75261-9616

Re: Boston-Logan International Airport
Agreement L-6753, as amended

Dear ^{Tim}~~Mr. Skipworth~~:

We apologize for the delay in getting back to you in writing. As you have been made aware, there have been a number of phone calls between the various parties involved in the wifi issue at Logan. Massport had hoped that this issue would have become moot upon execution and implementation of an airport-wide roaming agreement between T-Mobile and AWG. Massport has gone to great lengths to try to work with American Airlines and T-Mobile. Massport's efforts, however, have been fruitless because of T-Mobile's failure to enter into any agreements, even on the non wifi issues. Nonetheless, T-Mobile's failure to enter into an agreement with AWG is unrelated to the requirement for American Airlines to remove the unauthorized antenna in the Admiral's Club.

T-Mobile's inability to come to terms with AWG does not excuse American Airline's failure to abide by the clear terms of its lease, which prohibits the unauthorized placement of an antenna in the Admiral's Club by T-Mobile. As Massport informed American Airline in its letter dated January 10, 2005, this is a violation of the lease terms and conditions. American Airlines is hereby given until **April 19, 2005** to remove the unauthorized antenna in the Admiral's Club.

While the presence of the unauthorized T-Mobile antenna is unrelated to other issues that American Airlines has raised at our last meeting, we would like to reassure you that Massport is already working with AWG to implement a policy whereby the advertising of a competing airline does not appear on the splash page in the club room. If American Airlines is interested in any marketing opportunities on the "walled garden" of Logan wifi including American Airlines branding, Massport encourages American Airlines to discuss these issues directly with AWG.

Timothy K. Skipworth, American Airlines
April 5, 2005
Page 2

Please give me a call if you have any further questions.

Sincerely,

MASSACHUSETTS PORT AUTHORITY


Gregory S. Zann
Manager/Airport Properties

cc: D. Hope
T. Kinton
F. Anglin
D. Kee

American Airlines®

CORPORATE REAL ESTATE

April 13, 2005

Gregory S. Zanni
Manager of Airport Properties
Massachusetts Port Authority
One Harborside Drive, Suite 200S
East Boston, MA 02128-2909

Re: T-Mobile WiFi in the Admirals Club

Dear Greg:

We are in receipt of your letter dated April 5, 2005. As you know, we do not agree that Massport has the legal authority to force the removal of the T-Mobile WiFi equipment in the Admiral's Club. In fact, we are of the opinion that the FCC has clearly stated that such authority does not exist. Nevertheless, we are voluntarily removing the equipment pending further resolution of our differences. This action should in no way be construed as a waiver of any of our rights to dispute Massport's legal authority in this context.

If you have any questions, please feel free to contact my office. Your cooperation and consideration is sincerely appreciated.

Very truly,



N. Doug Hope
Senior Real Estate Counsel
Corporate Real Estate
American Airlines, Inc.
Tel: (817) 931-4735
Fax: (817) 967-3111

cc: T. K. Skipworth
T. Kinton
F. Anglin
D. Kee



Massachusetts Port Authority
One Harborside Drive, Suite 200S
East Boston MA 02128-2909
Telephone (617) 428-2800
www.massport.com

June 10, 2005

Mr. Doug Hope
Senior Real Estate Counsel
American Airlines
4333 Amon Carter Boulevard
Fort Worth Airport, TX 76155

Re: Boston-Logan International Airport
Agreement L-6753

Dear Doug:

After American Airlines gave the Authority notice that it had removed the unauthorized T-Mobile WiFi antenna installation on April 19, 2005, Massport learned that American Airlines has allowed installation of cable connections that are being used by one or more third parties to offer high speed internet services in the American Airlines clubroom. In addition, Massport has been informed that American Airlines has allowed operation and advertising of T-Mobile Hot Spot, a use prohibited by Lease L-6753 (the "Lease").

These actions by American Airlines are prohibited. They are in violation of the terms of the Lease. Please refer to Sections 7.1ⁱ; 7.1(a)(xii)ⁱⁱ; 7.2ⁱⁱⁱ; 8.4^{iv}; 10.3^v; 17.1^{vi}; 17.3^{vii}; and 19.1(b)^{viii}. You are hereby advised that American Airlines must cease any and all unauthorized activities and remove any and all equipment related to such unauthorized activities, including, but not limited to the equipment installed and any advertising by unauthorized third parties (T-Mobile) on the premises leased by American Airlines from Massport (the "Premises").

Please allow this letter to serve as written notification that American Airlines must cease or cause to cease all unauthorized operations and remove all related equipment and advertising by July 9, 2005. Any such equipment or materials left on the Premises after the effective date of termination shall be deemed abandoned and disposed of or retained by Massport at its discretion. All costs associated with the removal or disposal shall be the responsibility of American Airlines.

Your anticipated cooperation in this matter is appreciated. Massport expects removal of the cable installation and advertising by July 9, 2005. Please confirm in writing that you have

Mr. Doug Hope, American Airlines

June 10, 2005

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done so by that date, or Massport will assume that you intend to continue your unauthorized use of the Premises.

Sincerely,

MASSACHUSETTS PORT AUTHORITY



Gregory S. Zanni
Manager/Airport Properties

cc: J. Hemphill
F. Anglin
D. Kee

ⁱ "Permitted Uses. The Premises shall be used only for the following uses ("Permitted Uses") . . . and for no other purposes whatsoever."

ⁱⁱ "Premises (other than the Concession Space . . .). The Authority hereby grants to the Tenant the permission and privilege of utilizing and the Tenant hereby covenants to use the Premises (excluding the Concession Space) in connection with its business of transportation by passenger aircraft as an air transportation company . . . , for the following purposes and activities only which shall be directly related to the Tenant's authorized operations: . . . (xii) For the conduct of other activities incidental to the provision of passenger air transportation subject to the Authority's prior written approval which may be withheld for any reason which the Authority determines has or may have an impact upon the Authority . . . provided that any approval of any additional use may be conditioned upon a reasonable increase in the Rent . . . and inclusion of additional provisions in this Lease."

ⁱⁱⁱ "Prohibited Uses. The Tenant shall not use the Premises for any use not specifically granted herein without the prior written approval of the Authority, which approval may be withheld based on any factor which the Authority, in its sole determination, determines has or may have an impact upon the Authority, the Airport or its efficient or productive operations . . . Prohibited uses are expressly agreed to include, but not be limited to, the following: . . . (c) . . . operation of any other concession . . . ; (d) Display of advertising for persons other than Tenant and Related Parties or services other than air transportation unless approved by the Authority

^{iv} "Vendors, Suppliers and Contractors. Except as otherwise provided herein, the Tenant shall have the right to obtain . . . services from . . . vendors or contractors of its own choice . . . , provided that the Authority reserves the right to license and regulate all persons or companies doing business on the Airport and to impose non-discriminatory charges for the privilege of conducting any such business and to prohibit persons from engaging in . . . any commercial activities at the Airport except in accordance with . . . permits or operating agreements entered into between the Authority and said persons. . . ."

^v "Tenant Improvements. The Tenant shall not place or construct any . . . alteration, modification . . . or additions in, to, or upon the Premises with the prior written approval of the Authority. . . . In the event Tenant fails to obtain the Authority's prior written approval, the Authority may, without limiting other remedies available to it, direct in writing that Tenant . . . remove any work done without the approval of the Authority. . . ."

^{vi} "Restrictions on Transfers. Tenant shall not (i) . . . license, permit, contract or otherwise transfer this Lease or the . . . estate hereby granted, (ii) . . . allow the [Premises or any part thereof] to be used or occupied by others or (iii) . . . license this Lease or the Premises or any part thereof in any manner . . . without, in each instance, obtaining the prior written consent of the Authority which approval may be withheld based on any factors which the Authority, in its sole and absolute determination, determines have or may have an impact upon the Authority, the Airport, or its efficient or productive operations. . . ."

^{vii} Conditions of Assignment/Subletting/Transfer.

^{viii} Events of Default.